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STANDLEY & GILCREST LLP  
495 METRO PLACE SOUTH  
SUITE 210  
DUBLIN, OH 43017

EXAMINER

MOONEYHAM, JANICE A

ART UNIT	PAPER NUMBER
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3629

DATE MAILED: 07/31/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

# Office Action Summary

Application No.

09/741,601

Applicant(s)

RAPP ET AL.

Examiner

Jan Mooneyham

Art Unit

3629

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

## Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

## Status

- 1) ☒ Responsive to communication(s) filed on 18 December 2000.
- 2a) ☐ This action is **FINAL**. 2b) ☒ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

## Disposition of Claims

- 4) ☒ Claim(s) 1-20 is/are pending in the application.
- 4a) Of the above claim(s) \_\_\_\_\_ is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-20 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

## Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.
- Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).
- 11) ☐ The proposed drawing correction filed on \_\_\_\_\_ is: a) ☐ approved b) ☐ disapproved by the Examiner.
- If approved, corrected drawings are required in reply to this Office action.
- 12) ☐ The oath or declaration is objected to by the Examiner.

## Priority under 35 U.S.C. §§ 119 and 120

- 13) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All b) ☐ Some \* c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).
- \* See the attached detailed Office action for a list of the certified copies not received.
- 14) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).
- a) ☐ The translation of the foreign language provisional application has been received.
- 15) ☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

## Attachment(s)

- 1) ☒ Notice of References Cited (PTO-892)
- 2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)
- 3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) \_\_\_\_\_.
- 4) ☐ Interview Summary (PTO-413) Paper No(s). \_\_\_\_\_.
- 5) ☐ Notice of Informal Patent Application (PTO-152)
- 6) ☐ Other: \_\_\_\_\_.

### **DETAILED ACTION**

This communication is in response to the application filed on December 12, 2000.

Claims 1-20 are currently pending in this application.

#### ***Claim Rejections - 35 USC § 112***

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

- 1. Claims 3, 8-14, 18 and 19 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.**

The applicant states in the specification that an “add-on” service is a service identified by the vendor as an additional service that may be offered and added on to a scheduled service at the same time as the primary service that the customer has scheduled (page 9, lines 12-22, page 22, lines 6-13). The applicant states that an “adjacent” service is a service identified by the vendor as an additional service that may be offered before or after a primary scheduled service (page 9, lines 12-22, page 9, lines 14-18)). The applicant states in the specification that add-on and adjacent services are from a single vendor (page 9, line 23 thru page 10, line 2). However, this is not how these terms are used in the claims.

In Claim 3, the applicant is claiming an interactive scheduling system with a customer’s service selection. Would not the system provide a means for the customer to provide an adjacent service selection, not have the actual service selection as part of the system?

In Claim 12, the method refers back to claim 11 wherein an adjacent service is claimed. However, in claim 12, the applicant has the service performed at the same time as the selected service which is identified in applicant's specification as an add-on service. Furthermore, the applicant appears to claim that the service can be performed by another vendor by stating that the method comprises the step of identifying a service provider who can perform said identified service, and presenting it to the customer. This is not how the applicant identified these services in the specification.

The applicant claims in Claim 13 that the method is for an adjacent claim in which the customer is prompted to select a time at which another customer *has scheduled an appointment*. Is the applicant trying to double book as identified on page 14, lines 13-16? If so, the applicant has not identified how this is differentiated from when a person is trying to book a time slot that has already been taken.

***Claim Rejections - 35 USC § 102***

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in a patent granted on an application for patent by another filed in the United States before the invention thereof by the applicant for patent, or on an international application by another who has fulfilled the requirements of paragraphs (1), (2), and (4) of section 371(c) of this title before the invention thereof by the applicant for patent.

The changes made to 35 U.S.C. 102(e) by the American Inventors Protection Act of 1999 (AIPA) and the Intellectual Property and High Technology Technical Amendments Act of 2002 do not apply when the reference is a U.S. patent resulting directly or indirectly from an international application filed before November 29, 2000. Therefore, the prior art date of the reference is determined under 35 U.S.C. 102(e) prior to the amendment by the AIPA (pre-AIPA 35 U.S.C. 102(e)).

**2. Claims 1, 2 and 4 are rejected under 35 U.S.C. 102(e) as being anticipated by Ralston et al. (US Patent No. 6,389,454) (hereinafter referred to as Ralston).**

**Referring to Claims 1:**

Ralston discloses a system for interactive scheduling comprising:

a web server having an appointment scheduling software application for receiving a customer's vendor, service, add-on service, service provider, date, and timeslot selections (col. 3, lines 8-35, col. 4, lines 36-49) (software is inherent in a system for managing a web-server based database); and

a Central appointment repository at said web server for storing appointment data based on said customer's vendor, service, add-on service, service provider, and timeslot selections (col. 3, lines 9-11 – invention comprises a data processing system – a database is inherent in a data processing system, col. 5, lines 24-27, the client information is compared with the appointment scheduling information, page 2, lines 53-65)).

**Referring to Claim 2:**

Ralston discloses the system of claim 1 wherein said customer's vendor selection is a selection from the group consisting of personal care vendors, health care vendors, and auto care businesses (Fig. 1 (20), col. 7, lines 36-44)).

**Referring to Claim 4:**

Ralston discloses the system of claim 1 further comprising customer profile information for said customer (col. 4, lines 50-64).

***Claim Rejections - 35 USC § 102***

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

**2. Claims 15-17 are rejected under 35 U.S.C. 102(e) as being anticipated by O'Connor et al. (US 2001/0011225) (hereinafter referred to as O'Connor).**

**Referring to Claim 15:**

O'Connor discloses a method for developing an web site for interactive scheduling comprising the steps of:

prompting a user for vendor information (Fig. 1, Appointment Business, (20), page 2 [0017-0018, 0023]);

prompting said user for service offering information (Figs. 3 and 4, page 2 [0023]);

prompting said user for service provider information (page 2 [0023]);

prompting said user to assign at least one service provider to each service offering (page 2 [0023]);

creating an appointment book for each service provider based on said service provider information (page 2 [0024]) ;

creating a plurality of web pages based on said vendor information, service offering information, and service provider information (page 1 [0009]; and

linking at least one of said web pages to an appointment scheduling software application adapted to store and maintain appointment data in said appointment book (page 2, [0009]).



**Referring to Claim 16:**

O'Connor discloses the method of claim 15 wherein the step of prompting said user for service offering information comprises the steps of:

prompting said user for a description of each service; prompting said user for a rate for each service; and prompting said user for a length of time for each service (page 2 [0009]).

**Referring to Claim 17:**

O'Connor the method of claim 15 wherein the step of prompting said user for service provider information comprises the steps of:

prompting said user for biographical information for each service provider (page 2 [0023];

and

prompting said user for hours of availability for each service provider (page 2 [0024]).

***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

The factual inquiries set forth in *Graham v. John Deere Co.*, 383 U.S. 1, 148 USPQ 459 (1966), that are applied for establishing a background for determining obviousness under 35 U.S.C. 103(a) are summarized as follows:

1. Determining the scope and contents of the prior art.
2. Ascertaining the differences between the prior art and the claims at issue.
3. Resolving the level of ordinary skill in the pertinent art.
4. Considering objective evidence present in the application indicating obviousness or nonobviousness.

**3. Claims 5 and 6 are rejected under 35 U.S.C. 103(a) as being unpatentable over Ralston as applied to claims 4 and 5 above, and further in view of Whyel (Pub. No. 2001/0027481) (hereinafter referred to as Whyel).**

**Referring to Claim 5:**

Ralston discloses the system of claim 4. Ralston does not disclose a system wherein said appointment scheduling software application is adapted to send an email confirmation of an appointment to said customer based on said customer profile information.

However, Whyel discloses that sending email confirmations of an appointment to a customer is old and well known in the art (page 1 [0009] and [0013] – a reservation must still be made or confirmed by some traditional communication method such as a telephone, fax, or e-mail; the [Whyel] invention offers an end user the convenience of scheduling appointment/reservations in real-time without human intervention (e.g. without the need for e-mails, phones or faxes.)

Therefore, it would have been obvious to one of ordinary skill in the art to incorporate into the system of Ralston a confirmation system which uses e-mail since it is a traditional communication method which would have been known to those skilled in the art (page 1 [0009]).

**Referring to Claim 6:**

Whyel discloses the system of claim 1 wherein said appointment scheduling software is operational at a web site for said vendor (page 1 [0011] - Whyel provides a system and method which improves and End user's ability to schedule appointment/reservations and other schedule interactions with multiple, diverse Service Providers over an electronic network, such as the Internet, in real-time without human intervention, page 2 90016], pages 3-4. [0049-0052]).

**4. Claim 3 and 7 are rejected under 35 U.S.C. 103(a) as being unpatentable over Ralston as applied to claim 1 above, and further in view of O'Connor.**

**Referring to Claim 3:**

Ralston discloses the system of claim 1. However Ralston does not disclose a system further comprising a customer's adjacent service selection.

However, O'Connor discloses a system further comprising a customer's adjacent service selection (page 3 [0029]). O'Connor does not specifically disclose prompting said customer to select an adjacent service. However, O'Connor does disclose each subscribing business presenting an advertisement and each advertisement being implemented with one or more hyperlinks. The examiner takes official notice that the advertisement could be for an adjacent service.

Therefore, it would have been obvious to one of ordinary skill in the art to incorporate into the method of O'Connor the adjacent service since an advertisement may be an advertisement about an adjacent service.

**Referring to Claim 7:**

Ralston discloses the system of claim 1. Ralston does not disclose the system of claim 1 further comprising an appointment page at said web server for said customer to review scheduled appointments with a plurality of vendors.

However, O' Connor discloses an appointment page at said web server for said customer to review scheduled appointments with a plurality of vendors (pages 2-3 [0027] – the client may have an itinerary and may wish to contract appointments and reservations in different locales. Therefore, the client may make a reservation for a hairdresser, a lunch reservation between appointments and arrange for clothes to be cleaned overnight).

It would have been obvious to one of ordinary skill in the art to incorporate into the system of the teachings of O' Connor since clients may wish to contract appointments and reservations in different locales along his/her path of travel (page 2 [0027])

**5. Claims 8-12 and 18-20 are rejected under 35 U.S.C. 103(a) as being unpatentable over O'Connor et al (Pub. No.: US 2001/0011225) (hereinafter referred to as O'Connor)**

**Referring to Claim 8:**

O'Connor discloses a method for scheduling an appointment comprising the steps of:

- prompting a customer to select a vendor (Fig. 3, page 1 [0009], col. 2 [0023]);
- prompting said customer to select a service (page 1, [0007];
- prompting said customer to select a service provider (page 3, [0032];
- prompting said customer to select a date to receive said selected service (Fig. 2, page 3 [0031];
- prompting said customer to select a time to receive said selected service (page 3 [0031];
- prompting said customer to select an add-on service based on said selected vendor, said selected service, said selected service provider, said selected date, and said selected time (page 1 [0010], page 3 [0029-0030]; and
- updating a central appointment repository based on said selected vendor, said selected service, said selected service provider, said selected date to receive said selected service, said selected time to receive said selected service, and said selected add-on service [page 1 [0011], page 4 [0038].

O'Connor does not specifically disclose prompting said customer to select an add-on service. However, O'Connor does disclose each subscribing business presenting an advertisement and each advertisement being implemented with one or more hyperlinks. The examiner takes official notice that the advertisement could be for an add-on service.

Art Unit: 3629

Therefore, it would have been obvious to one of ordinary skill in the art to incorporate into the method of O'Connor the add-on service since an advertisement may be an advertisement about an add-on service.

**Referring to Claim 9:**

O'Connor discloses the method of claim 8 wherein the step of prompting said customer to select a service comprises the step of prompting said customer to select one of a plurality of services from a menu (page 3 [0031]).

**Referring to Claim 10:**

O'Connor discloses the method of claim 9 wherein the step of prompting said customer to select an add-on service comprises the steps of

identifying a service to be performed at the same time as the selected service (page 3 [0030]);

identifying a service provider who can perform said identified service; and presenting said identified service to said customer (page 3 [0030]).

The examiner takes official notice that the advertisements in O'Connor could be advertisements for add-on services and since these advertisements have hyperlinks, the link could be to another provider (within the same vendor).

**Referring to Claim 11:**

O'Connor discloses the method of claim 8 further comprising the step of prompting said customer to select an adjacent service (pages 2-3, [0027]).

The examiner takes official notice that the advertisements with the hyperlinks in O'Connor can be for adjacent services as well as add-on services. Therefore, it would have been obvious to one of ordinary skill in the art to incorporate adjacent services into the advertisements of O'Connor.

**Referring to Claim 12:**

O'Connor discloses the method of claim 11 wherein the step of prompting said customer to select a service comprises the steps of:

identifying a service to be performed at the same time as the selected service (page 3 [0029]);

identifying a service provider who can perform said identified service; and presenting said identified service to said customer (page 3, [0029-0030]).

**Referring to Claim 18 and 19:**

O'Connor discloses the method of claim 15 further comprising the step of prompting said user for add-on and adjacent service information (page 3, [0029, 0030]).

The examiner takes official notice that the advertisements with the hyperlinks in O'Connor can be for adjacent services as well as add-on services. Therefore, it would have been



Art Unit: 3629

obvious to one of ordinary skill in the art to incorporate adjacent services into the advertisements of O'Connor.

**Referring to Claim 20:**

O'Connor discloses. The method of claim 15 wherein the step of creating a plurality of web pages comprises the steps of:

creating a home page based on said vendor information (page 1 [0007], page 2 [0017]-page 3 [0034], page 4 [0038]; and

creating a promotions page based on said service offering information (Fig. 4).

**6. Claims 13 and 14 are rejected under 35 U.S.C. 103(a) as being unpatentable over O'Connor as applied to claim 8 above, and further in view of Mozayeny et al. (US 2002/0035493).**

**Referring to Claim 13:**

O'Connor does not disclose the method of claim 8 wherein the step of prompting said customer to select a time to receive said selected service comprises the step of prompting said customer to select a time at which another customer has scheduled an appointment.

However, Mozayeny discloses a method wherein the step of prompting said customer to select a time to receive said selected service comprises the step of prompting said customer to select a time at which another customer has scheduled an appointment (Page 14, [00137], Figs. 1-10, 13).

Art Unit: 3629

It would have been obvious to one of ordinary skill in the art to incorporate into O'Connor the teachings of Mozayeny since it allows multiple parties or entities to communicate with each other as well as with the other party or entities of the other party when scheduling and making reservations (page 1[0005-0006]).

**Referring to Claim 14:**

Mozayeny further discloses the method of claim 8 further comprising the step of sending a email to said customer confirming said selected vendor, said selected service, said selected service provider, said selected date to receive said selected service, said selected .time to receive said selected service, and said selected add-on service (page 2 [0014]- appointment information can be automatically went to the first party or second party via email, fax, or IVR).

### *Conclusion*

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

WO/02/44977 – Javascript Calendar Application for Internet Web Browser.

US Patent No. 5,960,406 – Scheduling system for use Between Users on the Web

ProQuest \_Web Sites target businesses dependent on scheduling to make money, deliver goods

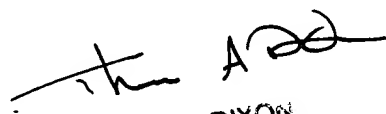
Art Unit: 3629

Any inquiry concerning this communication or earlier communications from the examiner should be directed to Jan Mooneyham whose telephone number is (703) 305-8554. The examiner can normally be reached on Monday through Thursday.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, John Weiss can be reached on (703) 308-2702. The fax phone numbers for the organization where this application or proceeding is assigned are 703-308-3691 for regular communications and 703-305-7687 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or proceeding should be directed to the receptionist whose telephone number is 703-308-1113.

JAM  
July 23, 2003

  
THOMAS A. DIXON  
PRIMARY EXAMINER